

THE TOWN OF BRANFORD, CONNECTICUT

-and-

**UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #010**

PARKS AND RECREATION AND CUSTODIANS

Expires June 30, 2022

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ARTICLE 1
PREAMBLE

The welfare of the Town of Branford and its employees is dependent upon the quality of service the Town renders the public. Improvements in this service, as well as productivity and efficiency, are promoted by willing cooperation between the Town management and the organization of its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and productive service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

Whenever the masculine or feminine gender is used in this Agreement, it shall be construed to refer equally to either sex.

ARTICLE 2
RECOGNITION

- 2.0 All regular employees of the Parks and Recreation Department, including custodians in the General Government Buildings Department, who work twenty (20) hours or more per week, excluding seasonal employees, the Director and the Assistant Director of the Parks and Recreation Department, the Capital Projects Manager of the General Government Buildings Department, the Tradesman in the General Government Buildings Department, and the Administrative Assistant in the General Government Buildings Department.

ARTICLE 3
DUES CHECK OFF

- 3.0 The Town agrees to deduct Union dues from the paycheck of each employee who has signed an authorized payroll deduction card, a sum certified by the authorized official of the Union. Deductions will be made from the payroll period periodically as specified, and total dues shall be forwarded by the Town to the office of Local 010, UPSEU. Deductions shall be made the last week of each month, except when the employee is not on the payroll of that week. The Town shall not be liable for any member's dues if he/she is not on the payroll during that specific deduction week.
- 3.1 The Union shall indemnify, defend and hold the Town harmless for any claims rising out of this Article.

ARTICLE 4
MANAGEMENT'S RIGHTS

- 4.0 Except as otherwise modified or restricted by an express provision of this Agreement, the Town of Branford reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees; determining the objectives of the Town of Branford and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications for newly created positions; the determination of the qualification of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE 5
SENIORITY

- 5.0 The length of continuous full-time regular service of the employee with the Parks and Recreation Department of the Town of Branford shall determine the employee's seniority. The seniority of custodians in the General Government Buildings Department shall be determined by the length of continuous full-time regular service as a custodian employed by the Town of Branford.
- 5.1 The principle of seniority shall govern in cases of transfer or promotion of Parks and Recreation Department bargaining unit employees within the Parks and Recreation Department so long as the senior employee is qualified (by skill, ability, past documented work performance, education and/or certification, and physical fitness to perform the job) for the transfer or promotion. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor, human resources director or First Selectman). A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee's work performance is unsatisfactory within the first ninety (90) calendar days in the new position, such employee shall be removed from the new position and may bump back into his/her prior position. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day probationary period.

- 5.2 The principle of seniority shall govern in cases of transfer or promotion of General Government Buildings Department bargaining unit employees within the General Government Buildings Department so long as the senior employee is qualified (by skill, ability, past documented work performance, education and/or certification, and physical fitness to perform the job) for the transfer or promotion. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor, human resources director or First Selectman). A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee's work performance is unsatisfactory within the first ninety (90) calendar days in the new position, such employee shall be removed from the new position and may bump back into his/her prior position. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day probationary period.

- 5.3 All new employees shall, for the first one hundred and twenty (120) calendar days of their employment, be considered probationary employees. Days lost from work for any reason beyond five (5) workdays during the probationary period shall not be counted as employment for purposes of computing the probationary period. The probationary period may be extended for a period of sixty (60) calendar days in the sole discretion of the Town. Days lost from work for any reason beyond five (5) workdays during the extension shall not be counted as employment for purposes of computing the extension period. If retained after completion of the probationary period, these employees shall be placed upon the seniority list with seniority as of the first day of the probationary period. All such employees may be dismissed during the probationary period. With respect to all other matters, other than dismissal, probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights.
- 5.4 The Town shall prepare and maintain, subject to examination and correction by Union Representatives, a seniority list (unit wide) to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his seniority status within fifteen (15) days of posting of the list or any error shall be deemed waived.
- 5.5 An employee's seniority shall be lost when (s)he:
- (1) terminates voluntarily;
 - (2) is discharged for cause;
 - (3) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
 - (4) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;

- (5) is absent from work for three (3) consecutive days without proper notification of absence to the Town or a reason acceptable to the Town for failing to notify the Town for three (3) consecutive days;
- (6) if the employee is absent as a result of illness, accident or injury on the job for a period equal up to but not exceeding nine (9) months over a rolling two (2) year period; or
- (7) is laid off in excess of recall rights and/or fails to timely report to work as set forth in Article 6, Section 6.2 or Article 7, Section 7.2.

An employee whose seniority is lost for any of the reasons outlined in this paragraph and is rehired, shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE 6

LAYOFF PROCEDURE – PARKS AND RECREATION DEPARTMENT

- 6.0 In the event of a layoff in the Parks and Recreation Department, the affected employee in the Parks and Recreation Department shall be given at least two (2) weeks' notice in writing, and the order of layoffs shall be as follows:
 - a) Part-time employees;
 - b) Full-time Probationary Employees (by seniority); and
 - c) Full-time Employees (by seniority).
- 6.1 If the Town of Branford determines that a layoff is required among full-time employees in the Parks and Recreation Department, said layoff will be in the position, as determined by the Town of Branford. The laid off individual may bump a less senior bargaining unit employee in the Parks and Recreation Department in a position in which (s)he is qualified to perform, as determined by the appropriate authority (department head, supervisor, Human Resource Director or First Selectman) in the department where the individual will be assigned. A determination of "not qualified" shall not be made on arbitrary, capricious, or discriminatory grounds. An employee who "bumps" into a position pursuant to this section shall accept the current level of wages and benefits for that position.
- 6.2 Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid-off employee, as determined by the appropriate authority (department head, supervisor, Human Resource Director or First Selectman), shall be accorded an opportunity for re-employment prior to new bargaining unit employees being hired in the Parks and Recreation Department, provided such laid-off employees responded to a call to report for work not more than five (5) working days after receipt of notice sent to him/her by registered mail, to his/her last known post office address. If such laid-off employee fails to report for work within fifteen (15) calendar days, he/she shall lose all rights

of seniority unless he/she is temporarily incapacitated, preventing his/her reporting or is employed elsewhere. In either case, he/she must notify the Town in writing, by registered mail within five (5) calendar days after the receipt of the notice to return, that he/she will report for work:

- a) within a reasonable time under the circumstances if temporarily incapacitated;
 - b) within twenty (20) working days of receipt by the Town of the employee's notice of intent to return from other employment.
- 6.3 Positions may be temporarily filled at once by other available qualified employees in the department, as determined by the appropriate authority (department head, supervisor or First Selectman) or by non-bargaining unit employees, pending the return of laid-off employees having seniority who have been notified to report for work as herein above provided.
- 6.4 Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off.

ARTICLE 7
LAYOFF PROCEDURE –
GENERAL GOVERNMENT BUILDINGS DEPARTMENT

- 7.0 In the event of a layoff of a custodian in the General Government Buildings Department, the affected employee in the General Government Buildings Department shall be given at least two (2) weeks' notice in writing, and the order of layoffs shall be as follows:
- a) Part-time employees;
 - b) Full-time Probationary Employees (by seniority); and
 - c) Full-time Employees (by seniority).
- 7.1 If the Town of Branford determines that a layoff is required among full-time custodians in the General Government Buildings Department, said layoff will be in the position, as determined by the Town of Branford. The laid off individual may bump a less senior bargaining unit employee in the General Government Buildings Department in a position in which (s)he is qualified to perform, as determined by the appropriate authority (department head, supervisor, Human Resource Director or First Selectman) in the department where the individual will be assigned. A determination of "not qualified" shall not be made on arbitrary, capricious, or discriminatory grounds. An employee who "bumps" into a position pursuant to this section shall accept the current level of wages and benefits for that position.

- 7.2 Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid-off employee, as determined by the appropriate authority (department head, supervisor, Human Resource Director or First Selectman), shall be accorded an opportunity for re-employment prior to new bargaining unit employees being hired in the General Government Buildings Department, provided such laid-off employees responded to a call to report for work not more than five (5) working days after receipt of notice sent to him/her by registered mail, to his/her last known post office address. If such laid-off employee fails to report for work within fifteen (15) calendar days, he/she shall lose all rights of seniority unless he/she is temporarily incapacitated, preventing his/her reporting or is employed elsewhere. In either case, he/she must notify the Town in writing, by registered mail within five (5) calendar days after the receipt of the notice to return, that he/she will report for work:
- a) within a reasonable time under the circumstances if temporarily incapacitated;
 - b) within twenty (20) working days of receipt by the Town of the employee's notice of intent to return from other employment.
- 7.3 Positions may be temporarily filled at once by other available qualified employees in the department or outside the bargaining unit, as determined by the appropriate authority (department head, supervisor or First Selectman), pending the return of laid-off employees having seniority who have been notified to report for work as herein above provided.
- 7.4 Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off.

ARTICLE 8

HOURS OF WORK

- 8.0 Regular hours of employment of all employees shall be forty (40) hours per week.
- 8.1 Any hours an employee is required to work beyond forty (40) hours per week shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate of pay.
- 8.2 An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor. This section shall not apply to custodians. Assignment of overtime work for custodians shall be made as soon as practical prior to said assignment.
- 8.3 Any hours worked on a Holiday shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate of pay, plus his/her regular Holiday pay with a minimum of three (3) hours.

- 8.4 All overtime work for bargaining unit employees in the Parks and Recreation Department shall be distributed equally among employees as far as practicable by the Director of Parks and Recreation or his designee. Overtime work for custodians in the General Government Buildings Department will be performed at the direction of the First Selectman or his designee.
- 8.5 All full-time employees will not be scheduled to work on a Saturday where the holidays listed in Article 10.0 fall on a Friday or a Monday, with the exception of special events (i.e., Kinney Tournament). The parties agree that part-time employees may be hired by the Town to work on those Saturdays. This section shall not apply to custodians in the General Government Buildings Department.
- 8.6 Employees shall be provided with one (1) fifteen (15) minute paid break each morning at a time designated by the director or his designee. This section shall not apply to custodians in the General Government Buildings Department.
- 8.7 Hours of work for custodians will be assigned by the First Selectman or his designee. Changes in hours of work will be made with two (2) weeks advance notice and will not be made in an arbitrary and capricious manner. The Town will not assign employees to work a split shift unless negotiated with the Union. The parties agree that full-time custodians will first be offered the opportunity to work special event assignments within the General Government Buildings (i.e., the Branford Festival) prior to offering such assignments to part-time employees or volunteers. However, it is understood that the work performed by full-time custodians may be supplemented with part-time bargaining unit employees, part-time non-bargaining unit employees and/or volunteers.
- 8.8 A maintainer or a custodian who is called back to work after completing his or her regular workday of eight (8) hours shall be granted a minimum of two (2) hours pay at the applicable rate of pay.

ARTICLE 9

WAGES AND BENEFITS

- 9.0 Wages shall be subject to this Agreement and shall be paid according to the wage scale set forth in Appendix II, which is attached hereto and made a part of the Agreement.

Wages for Parks and Recreation employees and custodians will be modified as follows:

Upon execution and retroactive to July 1, 2019 for employees on the payroll as of execution – 2.5%

Fiscal Year 2020-2021 – 2.5%

Fiscal Year 2021 – 2022 – 2.5%

- 9.1 The Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health plan(s)) on the first day of the month following an employee's date of hire, unless the employee's date of hire is the first of the month. Summary Plan descriptions are attached as Appendix III. The medical coverage shall include: Preventive Care, Medical Office Visits, Allergy Service, Diagnostic Lab and X-ray, Rehabilitative Therapy, Hospitalization, Surgery, Emergency and Urgent Care, Home Health Care, Ambulance, Durable Medical Equipment, Skilled Nursing, Prosthetics, Generic and Brand drugs. The dental component of the health plan has a deductible of \$25/\$75 which is applied to all three categories, Diagnostic and Preventive Services, Basic Services and Major Services. Diagnostic and Preventive Services, as well as Basic Services will be covered at 80%. Major Services are covered at 50%. There is a \$1,000 per member maximum per year.

All eligible employees and dependents will have the choice of enrolling in the following medical options: Century Preferred \$25 Co-Pay Plan, or a \$2,000/\$4,000 HDHP.

The Town will then contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year. The Town's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA") meaning they will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.

If an employee wants to remain or be covered by the Century Preferred \$25 Co-Pay Plan ("PPO"), the employee can "buy-up" to the PPO plan meaning the employee will pay the difference between what the Town is contributing towards the HDHP (deductible and premium) and the cost of the PPO plan.

The Town of Branford may provide medical and prescription drug benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) days prior to said change or as soon as practicable.

- 9.1a All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted weekly by the Town on a pre-tax basis.

1) Effective July 1, 2019, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP 11%

2) Effective July 1, 2020, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP 12%

3) Effective July 1, 2021, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP 13%

- 9.1b Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

1. Involuntary termination of the alternative health benefit plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which

may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll

- 9.1c Life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.
- 9.2 The Town and the Union agree to accept the provisions of the Connecticut Municipal Employees Retirement Fund B ("MERF B"). Contributions made by employees to MERF B will be made on a pre-tax basis.

The Town and the Union will enter into a MOA that as soon as legally permissible, the Town and the Union will negotiate the implementation of a defined contribution plan for newly hired employees.

ARTICLE 10

HOLIDAYS

- 10.0 Employees shall be paid for and have the following days off as Holidays:
- | | |
|------------------------|-----------------------------|
| President's Day | Veteran's Day |
| New Year's Day | Memorial Day |
| Good Friday | Thanksgiving Day |
| Fourth of July | Day after Thanksgiving Day |
| Christmas Day | Columbus Day |
| ½ Day Before Christmas | Martin Luther King Day |
| Labor Day | ½ Day Before New Year's Day |

ARTICLE 11

VACATIONS

- 11.0 Employees who have completed one (1) year of regular continuous service on their anniversary date of hire shall be entitled to a vacation of two (2) weeks annually for a total of ten (10) work days.
- 11.1 Employees who have completed five (5) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of three (3) weeks annually for a total of fifteen (15) work days. This third week may not be taken on a single day basis, unless permitted by the employee's appropriate supervisor i.e., the Director of the Parks and Recreation Department or his/her designee or the First Selectman or his designee.

Employees who have completed fifteen (15) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of four (4) weeks annually for a total of twenty (20) work days.

Employees who are entitled to three (3) or more weeks of vacation annually may carry over up to five (5) vacation days per fiscal year up to a maximum of twenty-five (25) vacation days.

- a) For the purpose of computing vacation leave, the calendar month shall be used, except that a person appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first (1st) day of the month, and those appointed after the fifteenth (15) day of any month as having been appointed on the first (1st) day of the succeeding month. Employees must take all vacation leave earned during the fiscal year following the anniversary date of hire on which it is earned.
 - b) Employees who are separated or terminated from the Town and who have accrued vacation to their credit at the time of separation/termination shall be paid the salary equivalent to the accrued vacation leave based on vacation days accrued and prorated according to the months completed in the fiscal year.
- 11.2 Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation pay plus time and one-half (1-1/2) for the hours worked.
 - 11.3 Employees shall be granted their vacation by seniority preference throughout the year, subject to the demands of service as determined by the employee's appropriate supervisor i.e., the Director of the Parks and Recreation Department or his/her designee or the First Selectman or his designee.
 - 11.4 Vacation pay shall be paid in advance if employee requests same of the proper authority. Such request to be made at least two (2) weeks prior to the start of vacation.

ARTICLE 12

LEAVE PROVISIONS

- 12.0 Each employee shall receive one (1) day per month for a total of twelve (12) days sick leave annually. Unused sick leave may be accumulated from year to year up to a maximum of one hundred twenty (120) days.

If the Human Resource Director or his/her designee suspects sick leave abuse, the Human Resource Director will meet with the Union and the suspected employee to discuss the suspected abuse. If the Human Resource Director still suspects abuse of sick time after the meeting the employee will be notified in writing that he will be required to submit a physician's note supporting the employee's next absence from work due to sickness. If the employee is covered by the Century Preferred Plan, the Town will reimburse the employee the cost of the co-pay for being seen by his physician. If the employee is covered by the HDHP, the Town will reimburse the employee for the out-of-pocket cost to be seen by his physician. The Town will not be responsible for the costs of any tests administered by the physician.

Each fiscal year three (3) days of earned sick time may be converted to personal time. Notification must be made, in writing, to the Human Resource Director that

said days will be, and have been, used as personal time. Personal time will be granted based upon the operational needs of the department.

When an employee is out of work, sick days shall only accrue during the period of time the employee is on a covered FMLA leave.

- 12.1 Four (4) days leave with pay shall be granted for death in immediate family. If the burial is out of state, the employee shall receive one (1) additional day. Immediate family shall mean wife, husband, mother, father, step parent, sister, brother, children, grandparents, grandchildren, stepchild, mother-in-law, father-in-law or any person residing in the employee's household. Extended leave may be granted for special cases with the approval of the First Selectman or Human Resources Director.
- 12.2 An employee, upon retirement, shall receive on the basis of his/her current wages, One Hundred Percent (100%) compensation for any of his/her unused sick leave as severance pay in a lump sum within two (2) months. No employee who quits or is terminated for cause shall be entitled to any sick pay compensation whether accumulated or current. Effective July 1, 1988, any employee hired after July 1, 1988, upon retirement, shall receive on the basis of his/her current wages, One Hundred Percent (100%) compensation for any of his/her unused sick leave, up to a maximum of seventy (70) days as severance pay in a lump sum within two (2) months. Effective July 1, 1996, any employee hired after July 1, 1996, upon retirement, shall receive on the basis of his/her current wages, One Hundred Percent (100%) compensation for any of his/her unused sick leave, up to a maximum of forty (40) days as severance pay in a lump sum within two (2) months. Effective July 1, 1999, any employee hired after July 1, 1999, upon retirement, shall receive on the basis of his/her current wages, a maximum of twenty (20) days as severance pay in a lump sum within two (2) months. Employees hired after September 11, 2013, shall not be eligible to receive accrued sick days upon retirement. No employee who quits or is terminated for cause shall be entitled to any sick leave pay compensation, whether accumulated or current.
- 12.3 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than a period of nine (9) months over a rolling two (2) year period. In cases where the employee does have a third-party claim, he shall advise the Town Counsel or have his attorney advise the Town Counsel of the status of this third-party claim. The Town shall be entitled to reimbursement for payments made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law.
- 12.4 Any employee who is absent from work for a period of nine (9) months over a rolling two (2) year period, for any reason, including but not limited to an absence covered by the Workers' Compensation Act, will be required to submit a note from his/her treating physician stating that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days. If the employee's treating physician states that (s)he will be able to return to work, without restrictions, within thirty

(30) calendar days and the Town's doctor concurs with the employee's treating physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's treating physician, the employee's treating physician and the Town's physician will agree upon a physician who will examine the employee to determine if (s)he will be able to return to his/her position, without restrictions, within thirty (30) calendar days. If it is determined that the employee will not be able to return to his/her position within thirty (30) calendar days, his/her employment with the Town will be separated. Further, it is understood that if it is determined at any time during the employee's absence that (s)he, because his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.

Nothing shall prohibit an employee whose employment with the Town is separated pursuant to this section from reapplying for a position with the Town in the future.

- 12.5 Leave for family or medical reasons shall be afforded in compliance with applicable federal and/or state law. Failure to return to work after a FMLA leave shall terminate an employee's seniority rights.

ARTICLE 13

GRIEVANCE PROCEDURE

- 13.0 The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee, within the bargaining unit, having a problem concerning the interpretation or application of any provision of this Agreement shall seek adjustment in the Step order listed below. A copy of warnings shall be given to the Chief Steward by the Supervisor.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied. No employee shall be suspended or discharged until such action is first discussed by the First Selectman or his designee and the Union President.

- 1) Disciplinary actions shall include:

- a) A verbal warning;
- b) A written warning;
- c) Suspension without pay; and
- d) Discharge.

- 2) All disciplinary action must be for just cause. The level of discipline will depend upon the specific infraction and thus may deviate from the progression set forth above in paragraph 1. Disciplinary action must be stated in writing with the reason for the action; a copy must be provided to the employee and the Union at the time of a suspension or a discharge.

Step 1 – Parks and Recreation Employee to the Director of the Parks and Recreation Department

The employee's immediate Steward shall present to the Director of the Parks and Recreation Department all facts available pertaining to the problem or incident, in writing, within seven (7) calendar days following the time when the grievant became aware of the act, event or condition which constitutes the basis of the grievance.

Within seven (7) calendar days, the Department head shall adjust the problem or notify the employee and/or his/her Representative of his/her decision.

Step 2 – To the Human Resources Director

If the employee and his/her Representative feel further review is necessary, the Union will request, in writing, a meeting with the Human Resources Director within seven (7) calendar days of the Step 1 response. The Human Resources Director shall, within ten (10) calendar days, call a meeting of all the parties concerned and the Union's Grievance Committee and discuss the problem fully.

Employees of the General Government Buildings Department must initially file a grievance to Step 2 – The Human Resources Director. The grievance must be in writing and set forth all facts available pertaining to the problem or incident and must be filed within seven (7) calendar days following the time when the grievant became aware of the act, event or condition which constitutes the basis of the grievance.

Step 3 – To the First Selectman or his Designated Representative

If the employee and his/her Representative still feel further review is necessary, the Union will request, in writing, a meeting with the First Selectman within seven (7) calendar days of the Step 2 response. The First Selectman shall, within ten (10) calendar days, call a meeting of all the parties concerned and the Union's Grievance Committee and discuss the problem fully.

The First Selectman may render his/her decision in writing, either at the end of the meeting or within seven (7) calendar days after the meeting to the Representative of the Union.

Step 4 – Arbitration

In the event the employee and/or his/her Representative feel that further review is justified, he/she shall file notice of appeal within twenty (20) calendar days to submit the matter to arbitration before the State Board of Arbitration or, if the Union and the Town mutually agree, to the American Arbitration Association; the costs of the American Arbitration Association shall be borne equally by both parties. The

Union shall also provide the Director of Human Resources with a copy of the notice of appeal. The decision of the arbitrator(s) shall be final and binding upon both parties. The arbitrators shall not, under any circumstances, have the authority to modify, delete, abridge or suspend in any way the provisions of this Agreement.

Time extensions beyond those stipulated herein may be arrived at by mutual agreement of the parties concerned, in writing.

ARTICLE 14 **SAFETY AND HEALTH**

- 14.0 Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

The Town is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. The Town will provide employees with protective equipment to be utilized when directed by the director or his designee.

The Town will maintain safety and health practices consistent with legal requirements. If an employee is ever in doubt about how to safely perform a job, it is the employee's responsibility to ask the director or his designee for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the director or his designee. If an employee is injured, a Report of Accident Form must be completed. Further, a Claim for Workers' Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

- 14.1 Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by the Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure in this Agreement.

ARTICLE 15 **PRIOR PRACTICE**

- 15.0 Any and all privileges enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining mutually agree to changes or have specifically waived any of these privileges. This paragraph shall not apply to custodians in the General Government Buildings Department.

ARTICLE 16
CLOTHING ALLOWANCE

- 16.0 Effective July 1, 2008, all full-time Maintenance and Custodial employees shall receive One Hundred Dollars (\$100.00) each fiscal year towards the purchase of work boots.

Beginning in fiscal year 2016-2017, all full-time Maintenance and Custodial employees shall receive One Hundred and Twenty-Five Dollars (\$125.00) each fiscal year towards the purchase of work boots.

This work boot allowance must be used for work boots that are used on the job and will be paid to an employee upon the submission of his original receipt for the work boots to the Finance Department.

ARTICLE 17
UNION ACTIVITIES

- 17.0 In the event Union officials and Town officials agree to meet on grievance matters, or contract negotiations during an employee's regular working hours, employees involved shall not suffer any loss of pay for the time involved. All other Union meetings or Union business is prohibited during working hours unless approved by the Department Head or his/her designee.

ARTICLE 18
MISCELLANEOUS

- 18.0 Uniforms will be supplied to the maintenance staff in the Parks and Recreation Department and to custodians in the General Government Buildings Department and the cost shall be paid by the Town.
- 18.1 Employees whose job description requires a valid driver's license shall report any suspension of their license to the Town within two (2) working days.
- 18.2 The Town agrees that subcontracting of bargaining unit work will not result in the layoff of bargaining unit members who are on the payroll on July 1, 2003.
- 18.3 Nothing contained in this Agreement shall prohibit the Director of the Parks and Recreation Department or the First Selectman or his designee from hiring part-time custodians. The use of part-time custodians by the Town is not for the purpose of eroding the bargaining unit.
- 18.4 Custodians in the General Government Buildings Department will be provided with transportation between Town buildings, when a Town vehicle is available.

ARTICLE 19
EFFECTIVE DATE

- 19.0 The date of the signing of this Agreement by the authorized Representatives of the Union and the Town shall constitute the effective date of this Agreement.
- 19.1 The Town will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. UPSEU's office will be provided with six (6) copies of this Agreement, within thirty (30) days after the signing of this Agreement, for the Town.


This Agreement shall be effective upon execution and shall remain in full force and effect for a period from execution through June 30, 2022. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of March, 2020.

FOR THE TOWN OF BRANFORD

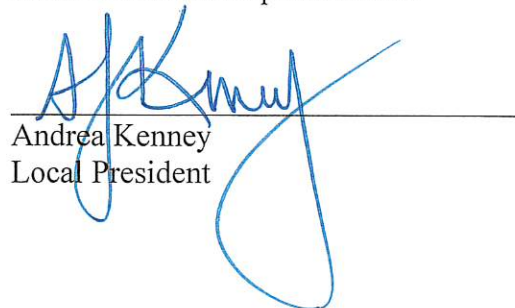
FOR UPSEU, LOCAL 010


James B. Cosgrove
First Selectman


Margaret Luberda
Director of Human Resources


Kevin E. Boyle
UPSEU President


Daniel Bonfiglio
Labor Relations Representative


Andrea Kenney
Local President

APPENDIX I

APPENDIX I
LONGEVITY PROGRAM

Years of Service

2- 4 Years	\$250
5- 7 Years	\$400
8-9 Years	\$500
Over 10 years	\$650

December 1 in any year shall be used to determine an employee's length of service, and payment under this provision shall be made by the Town during the month of December.


Employees hired after July 1, 2008 will not be eligible to receive longevity payments.

APPENDIX II

WAGES 2019 - 2022
RECREATION & CUSTODIAN
Appendix 2

APPENDIX 2									
	HOURS	2018 - 2019		2019 - 2020		2020 - 2021		2021 - 2022	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GROUP 1									
Program Supervisor	40	\$	58,614.40	\$	60,070.40	\$	61,568.00	\$	63,107.20
Program Coordinator	40	\$	53,788.80	\$	55,140.80	\$	56,513.60	\$	57,928.00
Program Assistant	40	\$	44,324.80	\$	45,427.20	\$	46,571.20	\$	47,736.00
Lead Maintenance / Supervisor	40	\$	55,224.00	\$	56,596.80	\$	58,011.20	\$	59,467.20
Maintainer	40	\$	48,048.00	\$	49,254.40	\$	50,481.60	\$	51,750.40
Custodian Foreman	40	\$	46,716.80	\$	47,881.60	\$	49,088.00	\$	50,315.20
Custodian	40	\$	41,163.20	\$	42,182.40	\$	43,243.20	\$	44,324.80

APPENDIX III

 <p>The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://www.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (800) 922-6621 to request a copy.</p>		
Supplemental Questions	Answers	Why This Matters
What is the overall deductible?	\$2,000/single or \$4,000/family. All Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care and Vision exam for In-Network Providers.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$2,000/single or \$4,000/family for In-Network Providers. \$5,000/single or \$10,000/family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, PPO. See www.anthem.com or call (800) 922-6621 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

AA All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event					What You Will Pay		Commons, Electrons & Other Insurance Information	
					Services You May Need	In-Neckline Provider	Out-of-Pocket Provider	Insurance Information
						What will pay the cost?	(What will pay the cost?)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness				0% coinsurance	20% coinsurance	none	none
	Specialist visit				0% coinsurance	20% coinsurance	none	none
	Preventive care/screening/immunization				No charge	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.	
If you have a test	Diagnostic test (x-ray, blood work)				Lab - Office 0% coinsurance X-Ray - Office 0% coinsurance	Lab - Office 20% coinsurance X-Ray - Office 20% coinsurance	Lab - Office none X-Ray - Office Includes coverage for Breast Tomosynthesis.	
	Imaging (CT/PET scans, MRIs)				0% coinsurance	20% coinsurance	none	
	Tier 1 - Typically Generic				0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)		
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.audacm.com/pharmacyinformation/	Tier 2 - Typically Preferred / Brand				0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)		
	Tier 3 - Typically Non-Preferred / Specialty Drugs				0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)		
	Tier 4 - Typically Specialty (brand and generic)				0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)				0% coinsurance	20% coinsurance	none	
	Physician/surgeon fees				0% coinsurance	20% coinsurance	none	
	Emergency room care				0% coinsurance	Covered as In-Network	none	
If you need immediate medical attention	Emergency medical transportation				0% coinsurance	20% coinsurance	none	
	Urgent care				0% coinsurance	Not covered	none	
	Facility fee (e.g., hospital room)				0% coinsurance	20% coinsurance	none	

*See Prescription Drug section

Common Insurance Plans		What You Will Pay		Important Information	
Common Insurance Plans		Services You May Need	How Network Provider (You Will Pay the Rest)	Out-of-Network Provider (You Will Pay the Most)	Important Information
If you have a hospital stay If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% coinsurance	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	20% coinsurance	none
	Outpatient services	0% coinsurance	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	20% coinsurance	Office Visit none Other Outpatient none
	Inpatient services	0% coinsurance	0% coinsurance	20% coinsurance	none
	Office visits	0% coinsurance	0% coinsurance	20% coinsurance	none
If you are pregnant	Childbirth/delivery professional services	0% coinsurance	0% coinsurance	20% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	0% coinsurance	0% coinsurance	20% coinsurance	
	Home health care	0% coinsurance	0% coinsurance	20% coinsurance	200 visits/benefit period
	Rehabilitation services	0% coinsurance	0% coinsurance	20% coinsurance	*See Therapy Services section
If you need help recovering or have other special health needs	Habilitation services	0% coinsurance	0% coinsurance	20% coinsurance	120 days limit/benefit period
	Skilled nursing care	0% coinsurance	0% coinsurance	20% coinsurance	*See Durable Medical Equipment Section
	Durable medical equipment	0% coinsurance	0% coinsurance	20% coinsurance	none
	Hospice services	0% coinsurance	0% coinsurance	20% coinsurance	none
If your child needs dental or eye care	Children's eye exam	No charge	No charge	20% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	Not covered	*See Vision Services section
	Children's dental check-up	Not covered	Not covered	Not covered	*See Dental Services section

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services)

- Cosmetic surgery
- Glasses for a child
- Routine foot care unless you have been diagnosed with diabetes.

- Dental care (adult)
- Long-term care
- Weight loss programs

- Dental Check-up
- Private-duty nursing

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture Coverage is limited to Pain Management.
- Hearing aids
- Routine eye care (adult)

- Bariatric surgery
- Infertility treatment
- Chiropractic/PT/OT/Chiro 50 visits/benefit period.
- Most coverage provided outside the United States. See www.bcbstglobalcare.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? **Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? **Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Costs: Younger Baby
 Payments of network providers, copayments, hospital admission

- ☒ The plan's overall deductible \$2,000
- ☒ Specialist coinsurance 0%
- ☒ Hospital (facility) coinsurance 0%
- ☒ Other coinsurance 0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost \$12,840

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

Young Joe's wife 2 Daughters
 at age 18 forming their own acts of a will controlled company

- ☒ The plan's overall deductible \$2,000
- ☒ Specialist coinsurance 0%
- ☒ Hospital (facility) coinsurance 0%
- ☒ Other coinsurance 0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including doctor education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost \$7,460

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$940
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$55
The total Joe would pay is	\$2,995

Wife's Simple Facility
 emergency services, room and board

- ☒ The plan's overall deductible \$2,000
- ☒ Specialist coinsurance 0%
- ☒ Hospital (facility) coinsurance 0%
- ☒ Other coinsurance 0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*X-ray*)
 Durable medical equipment (*cutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost \$2,010

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,925
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,925

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni fjalë ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (800) 922-6621

Amharic (አማርኛ) ለሰነድ ወይም ለጽሑፍ ማንኛውም ጥያቄዎችዎን ወይም ጥያቄዎችዎን ለማሟላት ለሰነድ ወይም ለጽሑፍ ማንኛውም ጥያቄዎችዎን ወይም ጥያቄዎችዎን ለማሟላት (800) 922-6621 ይግኙ።

(800) 922-6621 : اتصل على الرقم 800 922 6621 للحصول على المساعدة والمعلومات بلغتك. (العربية) Arabic

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք կրավար ունեք անվճար ստանալ օգնություն և անգլիկաոսկություններ ձեր լեզվով: Թարգմանչի հետ խոսելու համար անվճար հեռախոսակցություն (800) 922-6621:

Bassa (Bàsɔ̀ Wùdù): Nì dɔ̀yí dɔ̀yí-diè-djé bɛ́ bɛ́dɛ́ bá cɛ́é-djé nià ke dɔ̀yí ní, ɔ̀ mò nì dɔ̀yí-bɛ́dɛ́in-djé bɛ́é m̃ ké gbɔ́-kpá-kpá ké bɛ́ kpɔ́ djé m̃ bɛ́djí-wùdùm bɔ́ pídjí. Bɛ́ m̃ ké wuɖu-zìin-nyò dò gbɔ́ wùdù ke, d́á (800) 922-6621.

Bengali (বাংলা): যদি এই নথির প্রশ্নে বিষয় আপনাকে কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিবাক্সে সাহায্য ও ভাষা পরিচালনা আপনাকে আবেদন প্রকরণে দোতায়ী সাহায্য করা জন্য জন্য (800) 922-6621 - (৬ কল করুন)

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည့်များရှိပါက အချက်အလက်များနှင့် အကူအညီကို အခကြေးငွေ မေးခရပလိုက်သင့်သောအားဖြင့် ရယူနိုင်သည့်သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဖုန်း (800) 922-6621 သို့ ခေါ်ဆိုပါ။


Chinese (中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (800) 922-6621。

Dinka (Dinka): Na noq thiëec në ke de yä thoŕë, ke yin noq loŋ bə yí kuonɔ̄ ku wer aləu bə geer yic yin ne thoŋ du ke cin wəu tāuə ke piay. Te kor yin ba jam wənə man ye thoŋ geerɔc, ke yin col (800) 922-6621.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (800) 922-6621.

فارسی (فارسی): در صورتی که سؤالی پیدا شود این سایت، این حتی را دارید که اطلاعات و کمک را بخوانید. (800) 922-6621 تماس بگیرید. (فارسی) Farsi

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (800) 922-6621.

 <p>The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (800) 922-6621 to request a copy.</p>	
Summary Question	Answer
What is the overall deductible?	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Even though you pay these expenses, they don't count toward the out-of-pocket limit. Premiums, Balance-Billing charges, and Health Care this plan doesn't cover.
Will you pay less if you use a network provider?	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	You can see the specialist you choose without a referral.

44 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Plan		Wellpoint Value Plan		Direct Network Provider (You will pay the cash)		Out-of-Network Provider (You will pay the most)		Limitations, Exceptions, & Other Important Information	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness		\$25/visit		30% coinsurance		none		
	Specialist visit		\$25/visit		30% coinsurance		none		
	Preventive care/screening/immunization		No charge		30% coinsurance		You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.		
If you have a test	Diagnostic test (x-ray, blood work)		No charge		30% coinsurance		none		
	Imaging (CT/PET scans, MRIs)		\$75/visit		30% coinsurance				
	Tier 1 - Typically Generic		\$5/prescription (retail) and \$10/prescription (home delivery)		30% coinsurance of the In-Network allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.				
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.anthem.com/pharmacyinformation/	Tier 2 - Typically Preferred / Brand		\$20/prescription (retail) and \$40/prescription (home delivery)		30% coinsurance of the In-Network allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.				\$750 Annual Maximum per member. *See Prescription Drug section Deductible and coinsurance apply after maximum above is met.
	Tier 3 - Typically Non-Preferred / Specialty Drugs		\$35/prescription (retail) and \$70/prescription (home delivery)		30% coinsurance of the In-Network allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.				
	Tier 4 - Typically Specialty Drugs		Not Applicable		Not Applicable				

* For more information about limitations and exceptions, see plan or policy document at <https://ec.anthem.com/cocdps/asg>

Common Medical Event		Services Covered Under Plan	Amount Paid by Member	Amount Paid by Provider	Amount Paid by Third Party	Amount Paid by Member	Amount Paid by Provider	Amount Paid by Third Party	Amount Paid by Member
		Facility fee (e.g., ambulatory surgery center)	Physician/surgeon fees	Emergency room care	Emergency medical transportation	Urgent care	Facility fee (e.g., hospital room)	Physician/surgeon fees	Outpatient services
If you have outpatient surgery		\$150/visit	No charge	\$100/visit	No charge	\$75/visit	\$500/admission	No charge	Office Visit
									Other Outpatient
If you need immediate medical attention									
If you have a hospital stay									
If you need mental health, behavioral health, or substance abuse services									
If you are pregnant									
Home health care		No charge							

* For more information about limitations and exceptions, see plan or policy document at <https://www.anthem.com/medplans/ask>.

Common Medical Event	Services Your Plan May Cover	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions & Other Important Information
If you need help recovering or have other special health needs	Rehabilitation services	\$500/per stay	30% coinsurance	#See Therapy Services section
	Habilitation services	No charge	20% coinsurance	
	Skilled nursing care	\$500/admission	30% coinsurance	120 day limit/benefit period. Copay is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage. Copay is waived if admitted within 3 days of hospital discharge.
	Durable medical equipment	No charge	30% coinsurance	none
If your child needs dental or eye care	Hospice services	No charge	30% coinsurance	none
	Children's eye exam	No charge	30% coinsurance	#See Vision Services section
	Children's glasses	No charge	30% coinsurance	
	Children's dental check-up	Not covered	Not covered	#See Dental Services section

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
<ul style="list-style-type: none"> • Cosmetic surgery • Routine foot care unless you have been diagnosed with diabetes. 	<ul style="list-style-type: none"> • Dental care (adult) • Long-term care • Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> • Acupuncture • Hearing aids • Private-duty nursing 	<ul style="list-style-type: none"> • Bariatric surgery • Infertility treatment • Routine eye care (adult) • Chiropractic care 50 visits/benefit period. • Most coverage provided outside the United States www.bcbs.com/bluecardworldwide

* For more information about limitations and exceptions, see plan or policy document at <https://cop.anthem.com/copdps/aso>.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccoi.hhs.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see plan or policy document at <https://coc.anthem.com/cocdps/450>.